

MODIFICATION

State of Maine



Master Agreement

Effective Date: 07/19/16

Expiration Date: 07/31/19

Master Agreement Description: WADERS, Muck and Lacrosse Brands, Specific Styles

Buyer Information

Sue Garcia 207-624-7338 ext. SUE.H.GARCIA@MAINE.GOV

Issuer Information

Zachary Pollard 207-624-6545 ext. zachary.pollard@maine.gov

Requestor Information

Lee Dorr 207-287-5207 ext. 5283 lee.dorr@maine.gov

Authorized Departments

09A INLAND FISHERIES & WILDLIFE
ALL

Vendor Information

Vendor Line #: 1

Vendor ID
VC1000058130

Vendor Name
MAINE-LY RED WING INC
Alias/DBA
DBA WINTERPORT BOOT SHOP

Vendor Address Information

264 STATE ST

BREWER, ME 04412-1547
US

Vendor Contact Information

MIKE
800-248-2668 ext.
sales@winterportboot.com

Commodity Information

Vendor Line #: 1

Vendor Name: MAINE-LY RED WING INC

Commodity Line #: 1

Commodity Code: 80025

Commodity Description: WADERS, Muck and Lacrosse Brands, Specific Styles

Commodity Specifications: Extending MA at current pricing. Note: If shipping to residential location, Department will be responsible for paying shipping cost.

Commodity Extended Description: WADERS, Muck and Lacrosse Brands NO Substitutions. Pricing is FOB Destination to ALL Departments and to ALL statewide facilities.

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
0		
Contract Amount	Service Start Date	Service End Date
\$0.00		
Catalog Name	Discount	
Waders	0.0000 %	
	Discount Start Date	Discount End Date
	07/19/16	07/31/19

MA 18P 160719-007
Contract Terms and Conditions

COMMODITY: WADERS, Muck and Lacrosse Brands, Specific styles ONLY in ALL sizes.
Muck Boots: WET-998K, WMT-998K, ASP, AS2T, ASP-STL, MMH, ACP-STL, ASM, AS2M
LaCrosse: 700001, 154040, 700066, 266040, 260040, 150040

CONTRACT PERIOD: Immediately through July 31, 2017. A one (1) year contract with the option of two (2) one (1) year renewals will be issued. **Second Extension through July 31, 2019.**

EXTENSION OF CONTRACT: The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

CANCELLATION OF CONTRACT: The Division of Procurement Services reserves the right to cancel a contract with a thirty day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

CONTACT PERSON: The contact person will help consumers place orders, inquire about orders that have not been delivered, any and all shipping issues, quality issues, and any issues pertaining to this Master Agreement. All orders not submitted through a Delivery Order will be sent through the contractor's contact person. The contact person will be: Mike Allen, **Tel: 207-248-2668, Fax: 207-989-6496**
Email: sales@winterportboot.com

PRICES: FOB Destination Prices to remain firm for duration of Master Agreement. Pricing allows shipping to facilities, not to residential locations. If shipping to residential locations, Department will be responsible for paying shipping cost.

QUANTITIES: It is understood and agreed that the contract will cover the actual quantities ordered by the State of Maine over the length of the contract. It IS expected that the vendor will supply any and all orders placed regardless of size.

DELIVERY: Contractor **MUST** inspect all footwear thoroughly before shipment to State Agency. Inspection will not release contractor of the responsibility for faulty workmanship and any faulty item or component part will be repaired or replaced by the vendor. Items (all sizes including special sizes) must be received within 10 working days from receiving an order from Department. Delivery will be to any and all State of Maine departments and to any and all statewide facilities. Shipments will ONLY be made to State of Maine owned facilities.

The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

ORDERING PROCEDURE: Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used the DO will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than \$5000.00 can be ordered using a P-Card.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Contractor will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to terminate the Master Agreement if contractor is unwilling to accept Procurement Cards during the duration of this contract. The State of Maine will not pay for items not received. Only items received by a using department can be billed to the Procurement Card.

QUARTERLY REPORT: The Division of Purchases **requires a quarterly report of sales** be e-mailed to: Sue.h.Garcia@maine.gov, 30 days of the end of each calendar quarter, It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

CODE OF CONDUCT ANTI-SWEATSHOP FEE: Within 30 days of the end of each calendar quarter, you are required to pay a fee in the amount of 1% of the total dollar value of goods purchased through this contract during that quarter. Your payment must be accompanied by a report showing the dollar value of goods purchased, broken down by Department, the total dollar value of purchases by all Departments, and the calculation of 1% of the total dollar value as the fee for the quarter. Checks must be made payable to the Treasurer, State of Maine and must be delivered, along with the quarterly report, to:

Division of
Purchases Attn:
Vendor Fee
Burton M. Cross Building, 4th
Floor 9 State House Station
111 Sewall St.
Augusta, ME 04333-0009

Failure to pay the 1% fee may result in: (1) Loss of future contracts or purchase orders with the State of Maine and/or (2) Immediate termination of the existing contract, within 30 days of written notification.

RFQ # 09A 160705-004

**WADERS, Muck and Lacrosse Brands, NO SUBSTITUTIONS
Code of Conduct Verification Required**

Bidder's Organization Name: Winterport Boat

Authorized By: M. Auer

Date: 7/12/16

The Division of Purchases is committed to providing purchasing opportunities for municipalities, political subdivisions and school districts in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes with conditions as follows: _____

No

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
WET-998K	MAINE-LY RED WING INC Muck		Wader, Wetland Mens, All Sizes	FOB Destination, All Depts	EA	\$128.17	14
WMT-998K	MAINE-LY RED WING INC Muck		Wader, Wetland Womens, All Sizes	FOB Destination, All Depts	EA	\$120.17	14
ASP	MAINE-LY RED WING INC Muck		Wader, Artic Sport Mens, High (17"), All Sizes	FOB Destination, All Depts	EA	\$137.25	14
AS2T	MAINE-LY RED WING INC Muck		Wader, Artic Sport Womens, High (16"), All Sizes	FOB Destination, All Depts	EA	\$141.67	14
ASP-STL	MAINE-LY RED WING INC Muck		Wader, Artic Sport Steel Toe, All Sizes	FOB Destination, All Depts	EA	\$167.50	14
MMH	MAINE-LY RED WING INC Muck		Wader, MuckMaster Hi	FOB Destination, All Depts	EA	\$127.67	14
ACP-STL	MAINE-LY RED WING INC Muck		Wader, Arctic Pro Steel Toe, All Sizes	FOB Destination, All Depts	EA	\$188.83	14
ASM	MAINE-LY RED WING INC Muck		Wader, Artic Sport Mens, Mid (13"), All Sizes	FOB Destination, All Depts	EA	\$133.75	14
AS2M	MAINE-LY RED WING INC Muck		Wader, Artic Sport Womens, Mid (10"), All Sizes	FOB Destination, All Depts	EA	\$133.33	14
Style 700001	MAINE-LY RED WING INC LaCrosse		Wader, Big Chief, 32", Insulated, Plain Toe, All Sizes	FOB Destination, All Depts	EA	\$151.00	14
Style 154040	MAINE-LY RED WING INC LaCrosse		Wader, Big Chief, 32", Uninsulated, Plain Toe, All Sizes	FOB Destination, All Depts	EA	\$135.00	14
Style 700066	MAINE-LY RED WING INC LaCrosse		Wader, Big Chief, 32", Uninsulated, Plain Toe, All Sizes	FOB Destination, All Depts	EA	\$158.00	14
Style 266040	MAINE-LY RED WING INC LaCrosse		Wader, Insulated Pac, 12", All Sizes	FOB Destination, All Depts	EA	\$104.00	14
Style 260040	MAINE-LY RED WING INC LaCrosse		Wader, Insulated Pac, 12", All Sizes	FOB Destination, All Depts	EA	\$104.00	14
Style 150040	MAINE-LY RED WING INC LaCrosse		Wader, Pac, All Sizes	FOB Destination, All Depts	EA	\$96.00	14

FAKED TO USE 01/21/18

ATTN SUE GARCIA

Division of Purchases
Burton M Cross Bldg.
9 State House Station
Augusta, ME 04333-0009
Tel. (207) 624-7338
Fax.# (207) 287-6578

Contract Number
MA 160719*007

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Clothing – Waders, Muck and Lacrosse Brands, Specific Styles

Contractor: Maine-ly Red Wing Inc. – DBA: Winterport Boot Shop

Contract Period Extended To: 7/31/19

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 160719*007 until July 31, 2019 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: Maine-ly Red Wing Inc. dba Winterport Boot

By: Michael Allen, President *MAA 6/21/18*

E-mail Address: mike@winterportboot.com

Date: 6/21/18

Dollar value the State has spent on this contract for the past 12 months: \$ to follow

Note: Contract being renewed anticipating cost stability thru contract year. If cost of freight or product accelerate beyond expectations, we would like ability to renegotiate.

In addition, prices allow for shipping to facilities, not to residential locations, as UPS residential shipping is considerably higher.

MAA

